

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK**

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PETER LUIZZI & BROS. CONTRACTING, INC.;
LUIZZI CONSTRUCTION SERVICES, LLC;
LUIZZI PROPERTY MANAGEMENT CORP.;
LUIZZI DEVELOPMENT, LLC; LUIZZI
MANAGEMENT, LLC; PETER LUIZZI
COMPANIES, LLC; LAL ENTERPRISES, LLC; and
PJL HOLDINGS, LLC,

Plaintiffs,

- against -

MICHAEL LUIZZI CONTRACTING CORP.;
LUIZZI COMPANIES INC.; and MICHAEL J.
LUIZZI,

Defendants.

MICHAEL LUIZZI CONTRACTING CORP.;
LUIZZI COMPANIES INC.; and MICHAEL J.
LUIZZI,

Counter-Plaintiffs,

- against -

PETER LUIZZI & BROS. CONTRACTING, INC.;
LUIZZI CONSTRUCTION SERVICES, LLC;
LUIZZI PROPERTY MANAGEMENT CORP.;
LUIZZI DEVELOPMENT, LLC; LUIZZI
MANAGEMENT, LLC; and PETER LUIZZI
COMPANIES, LLC,

Counter-Defendants.

MICHAEL LUIZZI CONTRACTING CORP.;
LUIZZI COMPANIES INC.; and MICHAEL J.
LUIZZI,

**STIPULATION OF
DISCONTINUANCE**

Civil Action No:
1:19-cv-01115-GTS-ATB

Defendants/Counter-Plaintiffs,

- against -

LUIZZI BROS. SEALCOATING & STRIPING LLC;
and LUIZZI PAVING, INC.,

Cross- Defendants.

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for Plaintiffs PETER LUIZZI & BROS. CONTRACTING, INC., LUIZZI CONSTRUCTION SERVICES, LLC, LUIZZI PROPERTY MANAGEMENT CORP., LUIZZI DEVELOPMENT, LLC, LUIZZI MANAGEMENT, LLC, PETER LUIZZI COMPANIES, LLC, LAL ENTERPRISES, LLC and PJH HOLDINGS, LLC (collectively, “Plaintiffs”), Defendants MICHAEL LUIZZI CONTRACTING CORP., LUIZZI COMPANIES, INC. and MICHAEL J. LUIZZI (collectively, “Defendants”), and Cross-Defendant LUIZZI BROS. SEALCOATING AND STRIPING, LLC (“LBS”) (collectively Plaintiffs, Defendants, and LBS are referred to herein as the “Settling Parties”), in the above-entitled action, that:

a. **WHEREAS** no party hereto is an infant or incompetent for whom a committee has been appointed; and

b. **WHEREAS**, no person not a party has an interest in the subject matter of the action, above-entitled action be, and the same is hereby discontinued by and between the Settling Parties, together with all claims, counterclaims, and cross-claims, and third-party claims alleged by and between the Settling Parties; and it further

STIPULATED AND AGREED, that this Stipulation of Discontinuance shall be with prejudice and on the merits; and it is further

STIPULATED AND AGREED, that no party shall be entitled to any costs, disbursements or fees as against any other party.

This Stipulation of Discontinuance may be executed by facsimile or electronic signature and in counterparts.

COUCH WHITE, LLP

Adam J. Schultz

Adam J. Schultz, Esq. (NDNY Bar No. 102974)
Madeline W. Murphy, Esq. (NDNY Bar No. 5491964)
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April 3, 2020

DATE

HESLIN ROTHENBERG FARLEY & MESITI, P.C.

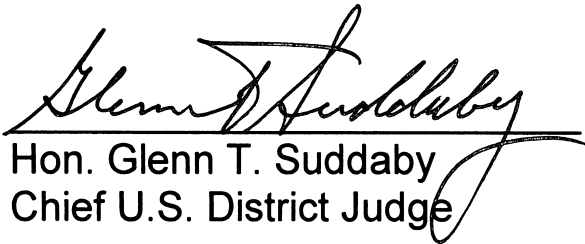


David P. Miranda, Esq. (NDNY Bar No. 103536)
Thomas L. Sica, Esq. (NDNY Bar No. 520638)
Attorneys for Defendants
5 Columbia Circle
Albany, New York 12203
Telephone:(518) 452-5600

April 3, 2020

DATE

SO ORDERED:



Hon. Glenn T. Suddaby
Chief U.S. District Judge

Dated: April 6, 2020

~~XXXXXX~~
Albany, NY

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